First District Yvonne Brathwaite Burke Second District Zev Yaroslavsky Third District



THOMAS L. GARTHWAITE, M.D. Director and Chief Medical Officer

FRED LEAF Chief Operating Officer

COUNTY OF LOS ANGELES DEPARTMENT OF HEALTH SERVICES 313 N. Figueroa, Los Angeles, CA 90012 (213) 240-8101

Michael D. Antonovich Fifth District

Don Knabe Fourth District

September 8, 2005

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hall of Administration 500 West Temple Street Los Angeles, CA 90012

Dear Supervisors:

AMENDMENT NO. 2 TO AGREEMENT NO. H-300155 WITH MT. SAN ANTONIO COLLEGE/REGIONAL HEALTH OCCUPATIONS RESOURCE CENTER

(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and authorize the Director of Health Services, or his designee, to execute Amendment No. 2 to Agreement No. H-300155, substantially similar to Exhibit I, with Mt. San Antonio College/Regional Health Occupations Resource Center, extending the term through December 31, 2007 with an additional six-month extension at County's option, and increasing the maximum obligation by \$544,580 from \$1,749,273 to \$2,293,853, partially offset by State Workforce Investment Act funds.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION:

The Department of Health Services (DHS) is recommending approval of the Amendment to the Agreement with Mt. San Antonio College/Regional Health Occupations Resource Center (Mt. SAC) which provides additional funding for the training of a third cohort of up to 40 DHS employees to become Registered Nurses (RN) in a 24-month "Generic RN Program."

FISCAL IMPACT/FINANCING:

Under this Amendment, the Department is requesting approval of an additional \$544,580 to fund a third Generic RN Program. The total cost for this Program is estimated at \$839,084 which will be partially funded with \$294,504 through a reallocation of unspent funds from the prior second Generic RN Program.

The Honorable Board of Supervisors September 8, 2005 Page 2

With the additional \$544,580, the contract maximum obligation will increase from \$1,749,273 to \$2,293,853, and is funded by State Workforce Investment Act, Tobacco Settlement, and County funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On April 1, 2003, the Board approved the original agreement with Mt. SAC with a maximum obligation of \$1,492,000 for training two cohorts of up to 24 Licensed Vocational Nurses (LVNs) to become RNs, and two cohorts of up to 24 employees (without any prior training in health occupations) to become RNs. The two LVN-to-RN cohorts were funded at \$256,000 each; the two Generic RN cohorts were funded at \$490,000 each.

On March 8, 2005, the Board approved Amendment No. 1, increasing the maximum obligation by \$257,273 to \$1,749,273. The additional \$257,273 provided supplemental funding for the second LVN-to-RN Program at East Los Angeles College (ELAC) for a cohort of up to 40 (instead of 24) LVNs at a total cost not to exceed \$513,271. Thirty-five LVNs qualified for admission to ELAC's program, and current enrollment is 32. Graduation is expected in June 2006.

The Department is proposing to redirect the unspent funds of \$294,504 from the second Generic RN Program to a new, third Generic RN Program at Cerritos College. Mt. SAC, which is the administrative entity for the Los Angeles area of the Regional Health Occupations Resource Center (RHORC), a Countywide consortium of community colleges, will subcontract with Cerritos College for the third Generic RN Program.

Mt. SAC's subcontract with Cerritos College will be for up to 40 employees at a cost of \$839,084. The per student cost is \$20,977, a slight increase from \$20,417 for prior Generic RN training programs. Actual expenditures will depend on the number of employees enrolled at the commencement of the program, and the number of clinical instructors required to maintain a ratio of ten students to each clinical instructor. Instruction is scheduled to begin September 30, 2005.

Upon approval of this Amendment by the Board, Mt. SAC may invoice the County \$1,605 per student for books and supplies for up to 40 students. Thereafter, all services will be invoiced monthly in arrears.

The Amendment extends the expiration of the contract from June 30, 2007 to December 31, 2007 to enable the completion of training programs.

County Counsel has approved the attached Exhibit I as to form.

Attachment A provides additional information.

CONTRACTING PROCESS:

Mt. SAC has been designated by the State for the Los Angeles area as the administrative entity for the RHORC and coordinates training programs for Schools of Nursing from all community colleges in Los Angeles County.

The Honorable Board of Supervisors September 8, 2005 Page 3

When approved, this Department requires four signed copies of the Board's action.

Respectfully submitted,

Thomas L. Garthwaite, M.D. Director and Chief Medical Officer

TLG:sh/ds

Attachments (2)

c: Chief Administrative Officer

County Counsel

Executive Officer, Board of Supervisors

Mt Sac Amendment.lm.wpd

SUMMARY OF AMENDMENT

1. TYPE OF SERVICE:

Training of Licensed Vocational Nurses and other staff to become Registered Nurses.

CONTRACTOR ADDRESS AND CONTACT PERSON:

Mt. San Antonio College/Regional Health Occupations Resource Center 1100 North Grand Avenue Walnut, CA 91789-1399

Attention: Gary Kay, Director of the Training Source

Telephone: (909) 468-3933

TERM: 3.

The expiration of Agreement No. H-300155 is being extended from June 30, 2007 to December 31, 2007. County may extend the agreement for an additional six months at no additional cost.

4. FINANCING INFORMATION:

Amendment No. 2 increases the maximum obligation from \$1,749,273 to \$2,293,853, and is funded by State Workforce Investment Act funds, Tobacco Settlement and County cost.

GEOGRAPHIC AREAS SERVED:

All Districts.

ACCOUNTABLE FOR MONITORING:

Susan Moser, Acting Director of Human Resources

7. APPROVALS:

Chief Operating Officer:

Fred Leaf

Contracts and Grants Division:

Cara O'Neill, Chief

County Counsel (approval as to form): Elizabeth J. Friedman, Senior Deputy

NURSE TRAINING AND EDUCATION SERVICES AGREEMENT . AMENDMENT NO. 2

	THIS AMENDMENT	is made and entered into this day
of _		, 2005
	by and between	COUNTY OF LOS ANGELES (hereafter "County"),
	and	MOUNT SAN ANTONIO COLLEGE/RHORC (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "NURSE TRAINING AND EDUCATION SERVICES AGREEMENT", dated April 1, 2003 and Amendment No. 1 thereto, and further identified as County Agreement No. H-300155 (hereafter, "Agreement"); and

WHEREAS, it is the intent of both parties to amend Agreement to extend its term and to make certain modifications to the Agreement and its Exhibits; and

WHEREAS, the Agreement requires that modifications shall be made in the form of a written amendment that is formally approved and executed by the parties.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. This Amendment No. 2 shall be effective upon its approval by County's Board of Supervisors.
- 2. Paragraphs 4.1 and 4.2 shall be deleted in their entirety and shall be replaced by the following:
 - "4.0 The term of this Contract shall be effective upon approval by County's Board of Supervisors and remain in

effect through December 31, 2007 unless sooner terminated or extended in whole or in part, as provided for in this Contract. To enable the completion of training and educational programs commenced under this Contract, County shall have the option to extend the Contract an additional 6-months to June 30, 2008 at no additional cost under the same terms and conditions. The Director of Health Services (hereafter "Director") shall exercise such option in writing with the concurrence of Contractor."

- 3. Subparagraph 5.1 shall be deleted in its entirety and shall be replaced by the following:
 - "5.1 The maximum obligation for all services hereunder is Two Million Two Hundred Ninety-Three Thousand, Eight Hundred Fifty-Three Dollars (\$2,293,853). Actual reimbursement to Contractor may be less, depending on the number of classes provided and billed in accordance with Exhibit C-2, Billing and Payment, attached hereto and incorporated herein by reference."
- 4. Exhibit A-1, Statement of Work, shall be deleted its entirety and replaced by Exhibit A-2, attached hereto and incorporated herein by reference. All references to Exhibit A or Exhibit A-1 are now deemed references to Exhibit A-2.
- 5. Exhibit B-1, Performance Requirements, shall be deleted in its entirety and replaced by Exhibit B-2, attached hereto and incorporated herein by reference. All references to Exhibit B and Exhibit B-1 are now deemed references to Exhibit B-2.

- 6. Exhibit C-1, Billing and Payment, shall be deleted in its entirety and replaced by Exhibit C-2, attached hereto and incorporated herein by reference. All references to Exhibit C and Exhibit C-1 are now deemed references to Exhibit C-2.
- 7. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

Director of Health Services, and Contractor has caused this

Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COI	UNTY OF LOS ANGELES
Ву	Thomas Garthwaite, M.D. Director and Chief Medical Officer
MO	UNT SAN ANTONIO COLLEGE/RHORC
Drr	Contractor
Ву	Signature
No.	Printed Name
Ti	tle
	(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM BY
THE OFFICE OF THE COUNTY COUNSEL

By
Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:
Department of Health Services

By
Cara O'Neill, Chief
Contract and Grants Division

AmendmentNo.2:LM 09/08/05

EXHIBIT A-2

STATEMENT OF WORK

Contract with

MOUNT SAN ANTONIO COLLEGE/REGIONAL HEALTH OCCUPATIONS RESOURCE CENTER

for

NURSE TRAINING AND EDUCATION SERVICES

MOUNT SAN ANTONIO COLLEGE/REGIONAL HEALTH OCCUPATIONS RESOURCE CENTER STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

1.1 General Description

Contractor provides an accredited nurse education program that has been approved by the California Board of Registered Nursing ("BRN") to prepare individuals to become Registered Nurses ("RNs") at the Associate Degree level. The nurse education program includes, but is not limited to, classroom instruction ("didactic" instruction), laboratory instruction, and clinical practice/instruction. All individuals meeting Contractor's program admission criteria and successfully completing Contractor's program are awarded an Associate in Science Degree in Nursing and are qualified to take the National Council Licensure Examination for Registered Nurses ("NCLEX-RN").

Contractor has agreed to tailor its nurse education program for the following two categories of County employees: (a) employees who are already Licensed Vocational Nurses ("LVNs"), hereafter "LVN to RN Program"; (b) employees in other job classifications who are qualified to enter a registered nurse education program (hereafter "Generic RN Program"). County employees participating in either Program under this Contract shall be selected by the Director of Health Services (hereafter "Director") and shall meet the admission standards of Contractor, including Contractor's prerequisites and general education requirements.

1.2 Number of Programs

The Contractor shall initially provide one LVN to RN and two Generic RN Programs and shall commence instruction when Director has selected and scheduled qualified employees for the Programs. At the request of Director, based on the number of qualified employees identified by Director, the Contractor shall provide one additional LVN to RN Program for a maximum of two LVN to RN Programs and one additional Generic RN Program, for a maximum of three Generic RN Programs.

The 1st LVN to RN class can accommodate 12 to 24 students. The 2nd LVN to RN class can accommodate up to 40 students. The Director is responsible for identifying and scheduling qualified County employees for both classes.

The first and second Generic RN classes can each accommodate 12 to 24 students. The 3rd Generic RN class can accommodate up to 40 students. The Director is responsible for identifying and scheduling qualified County employees for all three classes.

As requested by Director, Contractor shall cease services for the 2nd Generic class following the completion of Nursing 61 (Human Development). Director desires to continue the training program for the 2nd Generic class at County's College of Nursing. Prior to County's partial termination of the class, this 2nd Generic class had already completed the following classes: N49 (Introduction to Nursing), PE 201 (Introduction to Adapted Physical Education), N60A (Beginning Nursing Process & Skills I), and N66A (Pharmacology).

1.3 Additional "Clinical Instructor"

The didactic and laboratory instruction portion for the 1st LVN to RN Class and the first two Generic RN Classes can accommodate up to 24 students. The didactic and laboratory instruction portion for the 2nd LVN to RN Class and the 3rd Generic Class can accommodate up to 40 students. As required by the State, the clinical practice portion of each Program is limited to 12 students per "clinical" instructor. With regard to the 3rd Generic Class, Contractor and Director may agree to a lower student-to-clinical instructor ratio to facilitate learning. As a result, to maintain the State required clinical instructor to student ratio, additional clinical instructors may be necessary under each Program if the number of students exceeds twelve.

For the 2nd LVN to RN class, clinical instruction commences with the 3rd course, "Medical Surgical II (N267)", which is estimated to be the 9th week of instruction; clinical instruction continues through the Nursing 272 course, "Medical Surgical IV" for a total of 756 hours of clinical instruction. Billing for clinical instructors shall be calculated in accordance with Exhibit C-2, Billing and Payment.

1.4 LVN to RN Program

Contractor's 1st Program to prepare County LVNs to become RNs is comprised of a 6 week role transition course followed by 2 semesters of academic courses and clinical instruction mandated in accredited nursing programs, totaling approximately 14 months in duration (see Exhibit B-2, Performance Requirements Summary). The LVN to RN Program is designed for LVNs who already have patient care experience. All instruction, including, but not limited to, didactic, laboratory and clinical shall be provided at times designated by Director, including evening and weekend hours. The clinical instruction component of the Program shall take place at Department of Health Services ("DHS") facilities designated by

Director, unless the capacity of DHS facilities is unable to accommodate the training of the employees in the nursing programs hereunder. Contractor shall be responsible for selecting and providing appropriately equipped laboratory facilities/settings and locations for didactic instruction on Community College campuses that meet State nurse education standards for nurse education programs.

Contractor shall provide the second LVN to RN class through the School of Nursing at East Los Angeles Community College ("ELACC"). ELACC's nursing program consists of ten (10) nursing courses, with 334 hours of theory and 756 hours of clinical, for a total of 1,090 hours, which shall be supplemented by 100 additional class hours for instructor tutoring, for a program of approximately 14 months in duration. Any changes in the schedule of classes/calendar shall be provided to the Director.

1.5 Generic RN Program

Contractor's first two programs to train County employees with job classifications other than LVNs to become RNs are 4-semester programs, approximately 24 months in duration (see Exhibit B-2, Performance Requirements Summary). All instruction, including, but not limited to, didactic, laboratory and clinical shall be provided at times designated by Director, including evening and weekend hours. Other than the laboratory component of the Program, all instruction (didactic and clinical) shall take place at DHS facilities designated by Director. Contractor shall be responsible for selecting and providing appropriately equipped laboratory facilities/settings on Community College campuses that meet State nurse education standards for the laboratory component of nurse education programs.

Contractor shall provide the 3rd Generic RN class through the School of Nursing at Cerritos College (Cerritos).

1.6 Supplemental Instruction for 3rd Generic RN Class

In addition to didactic, laboratory and clinical instruction, Cerritos shall also provide Supplemental Instruction that may include, but is not limited to, additional instruction time, study time with instructors, tutoring, and/or supplemental testing.

1.7 Completion of Programs

Successful completion of either of Contractor's Programs hereunder by County's employees qualifies them to take the NCLEX-RN; in addition, Contractor shall award an Associate in Science Degree in Nursing to such employees.

2.0 REPORTS

Contractor shall provide periodic reports as required by Director, including but not limited to attendance and progress of the employees.

Also, Contractor shall provide student sign-in sheets to Director to support its invoices. Such sign-in sheets shall include the course name and number, name of instructor, and dates of instruction.

3.0 PERSONNEL AND LABORATORY FACILITY

Contractor shall provide all necessary instructors to provide didactic, laboratory, and clinical instruction, and appropriately equipped laboratory facilities/settings for the laboratory component and didactic instruction. With the exception of the 2nd LVN to RN Class, textbooks shall also be provided by Contractor; textbooks for the 2nd LVN to RN Class shall be provided by County.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate Contractor's performance under this Contract as

defined in Paragraph 8.0, Terms and Conditions, Sub-paragraph 8.16,

County's Quality Assurance Plan.

With five (5) business days advance notice, County personnel may observe

Contractor's activities and review documents relevant to this Contract at any

time during normal business hours. However, these personnel may not

unreasonably interfere with Contractor's performance.

5.0 PERFORMANCE REQUIREMENTS SUMMARY

Exhibit B-2, Performance Requirements Summary, lists the required

courses for all LVN to RN and Generic RN classes contemplated

hereunder.

6.0 BILLING AND PAYMENT

Contractor shall be reimbursed for the LVN to RN classes and Generic RN

classes in accordance with the provisions of Exhibit C-2, Billing and

Payment.

SOW:09/08/05

LM

1st "Licensed Vocational Nurse to Registered Nurse ("LVN to RN") Program" PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Required Courses

Semester	Course Number	Units	Course Name	Instruction	Total Hours
	NURS70	2.0	Role Transition	Lecture Clinical	48 54
_	NURS 4	3.0	Maternity Nursing	Lecture	27 81
_	NURS 5	3.0	Psych Nursing	Lecture Clinical	30
	NURS 6	3.0	Peds Nursing	Lecture Clinical	30 81
	NURS 7	7.0	Medical/Surgical Nursing I: GI/Renal/Oncology	Lecture Clinical	60 198
2	NURS 8	5.0	Medical/Surgical Nursing II: Circulation/Oxygenation	Lecture Clinical	45 144
2	NURS 9	1.0	Leadership	Lecture	18
2	NURS 10	4.0	Medical/Surgical Nursing III: Integration/Regulation	Lecture Clinical	42 96
2	NURS 11	2.0	Preceptorship	Clinical only, 3 weeks Full-time	112
			Total Hours LVN to RN		1147

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART First and Second Generic Nursing Program Required Courses

Semester	Course Number	Units	Course Name	Instruction	Total Hours
_	Nursing 1	9.5	The Nursing Process	Lecture Clinical Lab	90 252
	Nursing 2	2	Pharmacology	Lecture	36
_	Not Applicable	0	Nursing Skills Lab	(Tutoring)	216
2	Nursing 3	3.5	Medical/Surgical Nursing	Lecture Lab	30
2	Nursing 4	3.0	Maternity Nursing	Lecture Lab	27
င	Not Applicable	0	Nursing Skills Lab	(Tutoring)	216
က	Nursing 6	8	Peds Nursing	Lecture Clinical	27
က	Nursing 7	7	Medical/Surgical Nursing I:GI/Renal/Onocology	Lecture Clinical	60
က	Nursing 8	5	Medical/Surgical Nursing II: Circulation/ Oxygenation	Lecture Clinical	45 144
4	Nursing 9	_	Leadership	Lecture	18
4	Nursing 10	4	Medical/Surgical Nursing III: Integration/Regulation	Lecture Clinical	48
4	Nursing 11	2	Preceptorship	Clinical	112
4	Not Applicable	0	Nursing Skills Lab	(Tutoring)	216
			Total Hours Other to RN		2092

PERFORMANCE REQUIREMENTS 2ND LVN TO RN PROGRAM LIST OF COURSES

Course # and Name	Lecture Hours	Clinical Hours	
Bridge Courses			
N276 Health Assessment	32		
N277 Nursing Process	32		
First Semester			
N267 Medical Surgical II	36	108	
N268 Psychiatric – Mental Health	n 36	108	
N273 Role Transition	18		
N269 Medical Surgical III	36	108	
N270 Child Health Nursing	36	108	
Second Semester			
N271 Women's Health & Newbor	rn 36	108	
N272 Medical Surgical IV	54	216	
N274 Leadership	18		
Total Hours	334	756 =	1,090
Additional Hours for Instructor Tutoring	100		

PERFORMANCE REQUIREMENTS 3rd Generic RN Program (Cerritos College) List of Courses & Hours

Course # and Name	Lecture Hours	Clinical or Lab Hours	Cost per Clinical Instructor
1st Semester			
NRSG 213A - Major Drugs & Nursing Management I	9		\$0
NRSG 211 - Intro to Theoretical Framework	9		\$0
NRSG 210 - Fundamentals of Nursing	54	108	\$13,500
NRSG 212 - Medical-Surgical Nursing 2	45	135	\$16,875
2nd Semester			
NRSG 213B - Major Drugs & Nursing Management II	18		
HO 56 - Medication Calculations for Nurses	18		
Open Lab			
NRSG 222 - Maternal/Child Nursing	54	135	\$16,875
3rd Semester			
NRSG 220 - Medical-Surgical Nursing 2	54	135	\$16,875
NRSG 230 - Psychosocial & Community Nursing	54	108	\$13,500
NRSG 232 - Medical-Surgical Nursing 4	45	135	\$16,875
4th Semester			
NRSG 240 - Medical-Surgical Nursing 5	45	135	\$16,875
NRSG 242 - Professional Role Transition	9	138	\$17,250
Total	414	1029	\$128,625

MOUNT SAN ANTONIO COLLEGE/REGIONAL HEALTH OCCUPATIONS RESOURCE CENTER

BILLING AND PAYMENT

1.0 MAXIMUM OBLIGATION

County's maximum obligation for all services and supplies hereunder shall not exceed Two Million, Two Hundred Ninety-Three Thousand, Eight Hundred Fifty-Three Dollars (\$2,293,853). Actual reimbursement to Contractor shall depend on the number of classes provided and the number of students in each class (see budget Schedules 1, 2, 3, and 4 on Pages 11 - 14 of this Exhibit). In no event shall the sum of all payments to Contractor exceed the maximum obligation.

2.0 BUDGET

The budget schedules for the 1st "LVN to RN" Class and first two "Generic RN" Classes are respectively set forth as Schedules 1 and 2 on Pages 10-11 of this Exhibit. The total possible obligation for the 1st "LVN to RN" Class is \$256,000. The total possible obligation for the first "Generic RN" Classes is \$490,000. The total possible obligation for the second Generic RN Class is \$195,496.

The budget schedule for the 2nd LVN to RN Class at the School of Nursing at East Los Angeles College, is set forth as Schedule 3 on Page 12 of this Exhibit. The total possible obligation for the 2nd LVN to RN Class is \$513,273.

The budget schedule for the 3rd Generic RN Class, to be offered by the School of Nursing at Cerritos College, is set forth as Schedule 4 on Page 14 of this Exhibit. The total possible obligation for the 3rd Generic RN Class is \$839,084.

The maximum obligation under this Contract is \$2,293,853.

3.0 INVOICES FOR LVN-TO-RN PROGRAMS

3.1 1st "LVN to RN" Program (approximately 14-month program/"2-semesters"): Upon approval of this Contract by County's Board of Supervisors, Contractor may invoice County the amount of Twenty Thousand Dollars (\$20,000) for start-up costs incurred for textbooks and supplies for 10 students for the "LVN to RN" Program. This amount shall be offset against amounts due for textbooks and supplies as set forth in the attached budget schedule. Thereafter, Contractor may invoice up to \$2,000 per student for textbooks and supplies actually purchased for up to 14 additional students enrolled in the Program.

Following the commencement of instruction, Contractor shall invoice County monthly in arrears in fourteen (14) invoices as follows: thirteen (13) monthly invoices at Eleven Thousand Four Hundred Twenty-eight Dollars (\$11,428) and the fourteenth (14th) invoice at Eleven Thousand Four Hundred Thirty-six Dollars (\$11,436).

If Contractor is required to hire and utilize a second clinical instructor because the number of students exceeds twelve for the clinical portion of the training program, then Contractor may also invoice \$3,428.57 for each month for the 14-month long Program in which the second clinical instructor is required.

By the time of submission of the seventh (7th) monthly invoice the training program shall have reached mid-point, i.e., all first semester courses shall have been completed (see Exhibit B-2, Performance Requirements Summary). County will not pay the 7th monthly invoice until the completion of all first semester courses. Following the completion of all first semester courses, Contractor may resume its monthly invoicing, in arrears.

The fourteenth (14th) and final invoice shall be submitted only following the completion of the Program. If, at the end of the 14-month Program, Contractor has not completed instruction and County's employees are not qualified to take the NCLEX-RN and have not yet been awarded an Associate in Science Degree in Nursing, then Contractor shall continue to provided instruction under the "LVN to RN" Program on a month to month basis at no additional cost to County until County's employees completing the Program are qualified to take the NCLEX-RN and have been awarded an Associate in Science Degree in Nursing.

All invoices shall include attendance sheets for the County employees in the Program.

3.2 2nd LVN to RN Class (approximately 14-month program)

The 2nd LVN to RN program (comprised of 10 courses, see list in Exhibit B-2) consists of a total of 1,090 hours (334 hours of theory, 756 hours of clinical). Five (5) of the 10 courses include a clinical component with 108 hours each; a 6th course (N272, Medical Surgical IV) includes a clinical component of 216 hours (see Exhibit B-2, Performance Requirements).

The total instructor hours required hereunder will exceed the 1,090 program hours, due to additional instructors needed to maintain the required instructor-to-student ratios for a class of up to 40. All instructor hours, whether for theory (lecture) or clinical, shall be reimbursed at the rate of \$135 per hour.

The clinical component is expected to commence with the start of the 3rd course, N267 (Medical Surgical II), at approximately the 9th week of instruction.

The number of clinical instructors required for a particular course shall be determined by the number of students enrolled at the commencement of the

course that has a clinical component, and thus determine the invoicing for clinical instructors to County, as further described below.

3.2.a Cost of Instruction for Theory Component (Lecture)

Based on an initial enrollment of up to 40 employees, two theory instructors have budgeted for all 10 courses, for a total of 668 instructor hours for the theory component (334 \times 2); see Budget Schedule on Page 12 of this Exhibit.

To assist Contractor with its start-up costs, Contractor may invoice County the entire sum of \$45,090 for one-half of the total hours for theory instruction (i.e., 334 hours x \$135), upon approval of Amendment-1 by the County's Board of Supervisors.

Invoicing for the 2nd theory instructor shall be in arrears, by course, based on the number of theory hours for the course.

3.2.b Cost of Instruction for Clinical Component

Five courses have a clinical component of 108 clinical hours; a 6th course has a clinical component of 216 hours (Medical Surgical IV Course - N272), for a total of 756 clinical hours in the program (5 courses x 108 hours, plus 216 hours); see Exhibit B-2.

The number of students in good standing at the beginning of a course with a clinical component shall be used to determine the number of clinical instructors needed for the course. There shall be a sufficient number of clinical instructors to meet the required student to instructor ratio of 12:1 or lower, as agreed to between Contractor and Director in accordance with Exhibit A-2.

The cost for each clinical instructor for courses with 108 hours of clinical is calculated at \$14,580 (108 hours x \$135 per hour). The cost for a clinical

instructor for the Medical Surgical IV course with 216 hours of clinical shall be \$\$29,160 (216 hours x \$135).

Invoicing to County for the clinical instructors shall be on a per-course basis as calculated above, and shall be in arrears in the month following the commencement of the course.

3.2.c Additional Hours for Tutoring by Instructors

To support students to a successful completion of the program, a total of 100 hours for tutoring by instructors at \$135 per hour has been allocated. This cost shall be invoiced in arrears, based on the actual hours of tutoring provided, supported by sign-in sheets with the signatures of the students, name of the instructor-tutor, and date and time of service.

3.2.d Program Coordination and Support

A total of \$6,000 has been allocated for Program Coordination and Support services by the Nursing Department of ELACC. To assist Contractor in its start-up costs, Contractor may invoice County \$750 for this service upon approval of Amendment-1 by County's Board of Supervisors. Thereafter, Contractor shall invoice County monthly in arrears in the amount of \$375 for 14-months, beginning in April for the month of March.

3.2.e Miscellaneous Costs

Various miscellaneous costs have been budgeted (see Schedule 3 on Page 12 of this Exhibit); the per-student rate in the Budget for the various items is an estimate only, and the actual cost may be different at the time that the item/service is needed. Such miscellaneous costs shall be invoiced in arrears, on a per-student basis, based on actual costs. The sum of all payments to Contractor for such miscellaneous costs may not exceed the sum of the allocations for these items/services.

3.2.f Administrative Cost for Mt. San Antonio College

With each invoice, Contractor may include an administrative cost at 13% of the amount invoiced.

3.2.g Program Management by the Regional Health Occupations Resource Center

An allocation of \$25,000 has been included for Program Management services by the RHORC. This cost shall be invoiced in arrears, beginning in the month of April for March services at \$1,795; thereafter, the monthly amount shall be \$1,785 for the remaining 13-months for the LVN to RN program, for a total of \$25,000 for Program Management services.

4.0 INVOICES FOR GENERIC RN PROGRAMS

4.1 1st "Generic RN" Program (approximately 24-month program/"4-semesters"): Upon commencement of the first course, Nursing 1 (entitled the "Nursing Process"), Contractor may invoice County the amount of Thirty-nine Thousand Dollars (\$39,000) for start-up costs incurred for textbooks and supplies for 13 students. This amount shall be offset against amounts due for textbooks and supplies as set forth in the attached budget schedule. Thereafter, Contractor may invoice up to \$3,000 per student for textbooks and supplies actually purchased for up to 11 additional students enrolled in the Program.

Thereafter, Contractor shall invoice County monthly in arrears in twenty-four (24) invoices as follows: twenty-three (23) monthly invoices at Thirteen Thousand Four Hundred Sixteen Dollars (\$13,416), and the twenty-fourth (24th) invoice at Thirteen Thousand Four Hundred Thirty-two Dollars (\$13,432).

If Contractor is required to hire and utilize a second clinical instructor because the number of students exceeds twelve for the clinical portion of the training program, then Contractor may also invoice \$4,000 per month for each month of the 24-month long Program in which the second clinical instructor is required. By the time of submission of the sixth (6th) monthly invoice, all first semester courses shall have been completed (see Exhibit B-2, Performance Requirements Summary). County will not pay the 6th monthly invoice until the completion of all first semester courses. Following the completion of all first semester courses, Contractor may resume its monthly invoicing, in arrears.

By the time of the submission of the twelfth (12th) monthly invoice, the program shall have reached mid-point, i.e., all second semester courses shall have been completed (see Exhibit B-2, Performance Requirements Summary). County will not pay the 12th monthly invoice until completion of all second semester courses. Following the completion of all second semester courses, Contractor may resume its monthly invoicing, in arrears.

By the time of the submission of the eighteenth (18th) monthly invoice, all third semester courses shall have been completed (see Exhibit B-2, Performance Requirements Summary). County will not pay the 18th monthly invoice until completion of all third semester courses. Following the completion of all third semester courses, Contractor may resume its monthly invoicing, in arrears.

The twenty-fourth (24) and final invoice shall be submitted only following the completion of the Program. If at the end of the 24-month long Program, Contractor has not completed instruction and County's employees are not qualified to take the NCLEX-RN and have not yet been awarded an Associate in Science Degree in Nursing, then Contractor shall continue to provide the "Generic RN" Program on a month to month basis at no additional cost to County until County's employees completing the Program at qualified to take the NCLEX-RN and have been awarded an Associate in Science Degree in Nursing.

All monthly invoices shall include attendance sheets for the County employees in the Program.

4.2 2nd Generic RN Program

The pattern of invoicing used for the 1st Generic Class shall be repeated for the 2nd Generic RN class. However, since Director partially terminated this Contract as to this 2nd Generic Class and requested that Contractor cease services at the conclusion of the Nursing 61 course (Human Development), at the approximate end of the First Semester, Director and Contractor agree to reconcile reimbursements to Contractor against the actual costs incurred by Contractor. Contractor shall reimburse to County for any overpayments.

4.3 3rd Generic RN Program

With the exception of Supplies (Books, Lab Fees, Parking), and Program Management fee, Contractor may include an administrative cost at 13% of the amount invoiced.

All costs shall be invoiced monthly in arrears with the exception of Books and Supplies, and Clinical Instruction, which are described below.

All invoices shall be supported by student sign-in sheets provided by County.

4.3.a Invoicing for Books and Supplies

Upon approval of Amendment No. 2 by County's Board of Supervisors, Contractor may invoice County for up to \$1,605 per student, up to a maximum of 40 students, for books and supplies.

4.3.b. Invoicing for Cost of Instruction (Lecture/Didactic)

Following the commencement of instruction, Contractor shall invoice County

monthly in arrears in twenty-three (23) equal amounts of \$3,019; and the 24th

invoice shall be \$3,013.

4.3.c Invoicing for Cost of Instruction (Clinical)

The cost for clinical instructors shall be on a per-course basis, at the rate

specified on the Performance Requirements for the 3rd Generic RN Program in

Exhibit B-2, multiplied by the number of clinical instructors needed at a ratio of 10

students per clinical instructor. Contractor may invoice County for clinical

instruction following the completion of each course with clinical instruction.

4.3d Invoicing for Supplemental Instruction

All invoices shall include the date and hours of service and supported by student

sign-in sheets provided by County. Contractor may invoice County in arrears at

a rate not to exceed \$175 per hour for each two instructors provided at the same

time.

4.3e Invoicing for Program Management

Contractor shall invoice County monthly in arrears in twenty-three (23) equal

amounts of \$1,667; the last and 24th invoice shall be at \$1,659.

5.0 Reimbursement

Except as specified, invoices shall be sent in arrears by the 10th day following the

month of service to:

Workforce Development Program

500 S. Virgil Ave., Suite 200

Los Angeles, CA 90020

Attn: Manager, Contract Development and Administration

If a dispute arises as to the completeness or accuracy of an invoice, any portion of the invoice not in dispute will be paid. The parties will meet to discuss any amounts remaining in dispute; however, the Director of Health Services shall make all final determinations regarding the completeness or accuracy of Contractor's invoices.

Contractor shall be reimbursed within 30 days of receipt of a complete and accurate invoice.

Schedule 1

NURSE EDUCATION AND TRAINING SERVICES CONTRACT Mount San Antonio College/RHORC

1st "LVN to RN" Program (14-Month Program) (up to 24 students)

Instructional (didactic and clinical) & Other Program Costs	\$160,000
Instructional charge for second clinical instructor (as needed)	\$ 48,000
Sub-total with two clinical instructors	\$208,000
Reimbursement for text and supplies up to \$2000/student for up to 24 students.	\$ 48,000
TOTAL PAYMENT FOR FIRST CLASS	\$256,000

Schedule 2

(for the 1st two Generic RN Programs)

NURSE EDUCATION AND TRAINING SERVICES CONTRACT Mount San Antonio College/RHORC

"Generic RN" Program (24-Month Program) (up to 24 students each)

Instructional (didactic and clinical) & Other Program Costs	\$322,000
Instructional charge for second clinical instructor (as needed)	\$ 96,000
Sub-total with two clinical instructors	\$418,000
Reimbursement for text and supplies up to \$3000/student for up to 24 students.	\$ 72,000
TOTAL PAYMENT FOR FIRST CLASS	\$490,000
TOTAL PAYMENT FOR SECOND CLASS (as needed)	\$490,000
TOTAL PAYMENT FOR TWO CLASSES	\$980,000

LVN to RN Budget (2nd Class)

Nurse Education and Training Services Contract

Mt. San Antonio College/RHORC (ELACC)

	Mit. Call Altolilo College/IN 1010 (FEACO)	O I I I I I I I I I I I I I I I I I I I	(2007)			
SINOH	Rate	Instructors	Allocation	Invoicina	Funds from Previous Budget & Invoicing Notes Arr	Amount of Amendment No. 1
Instruction						
Theory (All courses)	\$135		\$45,090		\$160,000	
For all courses 334	\$135	2	\$45,090		40,000	
Theory Instruction Hours & Cost: 668				\$90,180	(\$45,090 upon approval of Amendment by BOS; 2nd theory instructor based on allocation of theory hours for the course)	endment by BOS; on allocation of
Clinical (10:1ratio) for 6 courses** Cost for each clinical instructor for each course per 108 hours: \$14,580	\$135 ours: \$14,580	က	\$306,180	\$14,580	(\$14,580 for each clinical instructor per course @108 hrs/course)	ictor per
Additonal Hours (Tutoring by Instructors) 100	\$135		\$13,500		(In arrears based on actual hours of service)	ırs of service)
Program Coordination & Support (ELACC Nursing Dept.)			\$6,000		 (\$750 upon approval of Amendment by BOS, and \$375/mo in arrears for 14 months)	ment by BOS, 4 months)
# of Students	Rate					
Miscellaneous Costs Textbooks (to be provided by County)			\$0		48,000	
			\$4,480			
Student Supplies/Study Guides*** 40			\$6,000		(In arrears on per student basis, based on	s, based on
Finger Printing/Background Checks*** 40 Parking*** 40	\$74 \$70		\$2,960 \$2,800		actual cost)	
		Subtotal	\$432,100			
Mt. SAC Administrative Cost (13%)****			\$56,173			
Subtotal			\$488,273			
RHORC Program Management			\$25,000		(in arrears; \$1795 in first month, \$1785 for remaining 13 months)	n, \$1785 for
Maximum Allocation for 2nd LVN to RN Class:	for 2nd LVN t	o RN Class:	\$513,273		\$256,000	\$257,273

^{*2}nd Instructor needed since enrollment exceeds 24.

Schedule 3 Contract # H 300155-2 Exhibit C-2; Page 13 of 14

^{**}Based on 3 clinical instructors, for up to 36 students. Medical Surgical IV has 216 hours of clinical, instead of 108. ***Billings depend on the actual number of students, and actual cost.

^{****}Billings depend on the amount invoiced.

Schedule 4 3rd Generic RN Program (Cerritos College) Nurse Education & Training Services Contract

			# Needed		Total Cost
Instruction (cost per instructor) Theory 414 hours (Didactic) Clinical 1,029 hours		\$72,450 \$128,625	1 4		\$72,450 \$514,500
Supplies (cost per student) Books, Lab Fees		\$1,605	40		\$64,200
Parking	\$	100	40	\$	4,000
Supplemental Instruction					\$59,850
Subtotal					\$715,000
Mt. SAC Administrative Cost (13% of	Instruc	ctional costs)			\$84,084
RHORC Program Management					\$40,000
Total					\$839,084